

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MONSTER ENERGY COMPANY,

Plaintiff,

v.

COOLKID STORE, et al.,

Defendants.

Case No. 20-cv-01058

Judge Jorge L. Alonso

Magistrate Judge Gabriel A. Fuentes

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Monster Energy Company (“MEC”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the Amended Complaint and attached hereto (collectively, the “Seller Aliases”), and MEC having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by MEC, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

MEC having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces and Domain Names.

pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products bearing unauthorized copies of the Monster Energy Copyrighted Design² (including U.S. Copyright Registration No. VA 1-789-900) and/or using infringing and counterfeit versions of the MONSTER ENERGY Trademarks³ (a list of which is included in the below chart) (such products collectively referred to herein as the “Unauthorized Monster Energy Products”).

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
3,057,061	MONSTER ENERGY	February 7, 2006	For: fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.

² “Monster Energy Copyrighted Design” has the meaning ascribed to it in the Amended Complaint [31].

³ “MONSTER ENERGY Trademarks” has the meaning ascribed to it in the Amended Complaint [31].

2,903,214		November 16, 2004	For: Drinks, namely, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated and non-carbonated energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
4,051,650		November 8, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweat shirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely hats and beanies in class 025.
3,963,669		May 17, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffel bags in class 018.
3,963,668		May 17, 2011	For: Stickers; sticker kits comprising stickers and decals; decals; posters in class 016.

4,011,301		August 16, 2011	For: Sports helmets; video recordings featuring sports, extreme sports, and motor sports in class 009.
4,822,675		September 29, 2015	For: Lanyards; lanyards for holding whistles, keys, eyeglasses, sunglasses, mobile telephones, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar conveniences in class 022.
3,134,841		August 29, 2006	For: Beverages, namely, carbonated soft drinks, carbonated soft drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated energy and sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
3,923,683		February 22, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffle bags in class 018.

3,908,601		January 18, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweat shirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely, hats and beanies in class 025.
3,908,600		January 18, 2011	For: Stickers; sticker kits comprising stickers and decals; decals in class 016.
3,914,828		February 1, 2011	For: Sports helmets in class 009.
4,332,062		May 7, 2013	For: Silicone wrist bands; Silicone bracelets; Jewelry, namely, bracelets and wristbands in class 014.
4,660,598		December 23, 2014	For: Lanyards; Lanyards for holding whistles, keys, eyeglasses, sunglasses, mobile telephones, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar

			conveniences in class 022.
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THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the MONSTER ENERGY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Monster Energy product or not authorized by MEC to be sold in connection with the MONSTER ENERGY Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Monster Energy Copyrighted Design in any manner without the express authorization of MEC;

- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Monster Energy product or any other product produced by MEC, that is not MEC's or not produced under the authorization, control or supervision of MEC and approved by MEC for sale under the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Design;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' Unauthorized Monster Energy Products are those sold under the authorization, control or supervision of MEC, or are sponsored by, approved by, or otherwise connected with MEC;
 - e. further infringing the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Design and damaging MEC's goodwill; and
 - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for MEC, nor authorized by MEC to be sold or offered for sale, and which bear any MEC trademark, including the MONSTER ENERGY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Monster Energy Copyrighted Design.
2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at MEC's choosing:
- a. transfer the Domain Names to MEC's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of MEC's selection;
- or

- b. disable the Domain Names and make them inactive and untransferable.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC (“GoDaddy”), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com (“PDR”), and Namecheap Inc. (“Namecheap”), within five (5) business days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account of MEC’s selection.
4. Upon Plaintiffs’ request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants’ Online Marketplaces or Domain Names, including, without limitation, any online marketplace platforms such as eBay, Inc. (“eBay”), AliExpress, Alibaba Group Holding Ltd. (“Alibaba”), Amazon.com, Inc. (“Amazon”), ContextLogic Inc. d/b/a Wish.com, and Dhgate, (collectively, the “Third Party Providers”) shall within five (5) business days of receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of unauthorized goods using the MONSTER ENERGY Trademarks or bearing unauthorized copies of the Monster Energy Copyrighted Design.
5. Pursuant to 15 U.S.C. § 1117(c)(2), MEC is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000) for willful use of counterfeit MONSTER ENERGY Trademarks on products sold through at least the Defaulting Defendants’ Online Marketplaces. The one hundred fifty thousand dollar (\$150,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.

6. Pursuant to 17 U.S.C. § 504(c)(2), MEC is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful copyright infringement of the Monster Energy Copyrighted Design. The fifty thousand dollar (\$50,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
7. MEC may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, and Amazon Pay, by e-mail delivery to the e-mail addresses MEC used to serve the Temporary Restraining Order on the Third Party Providers.
8. All monies, up to the above identified statutory damages award, currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Ant Financial, Wish.com and Amazon Pay, are hereby released to MEC as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com and Amazon Pay, are ordered to release to MEC the amounts from Defaulting Defendants’ financial accounts within ten (10) business days of receipt of this Order.
9. Until MEC has recovered full payment of monies owed to it by any Defaulting Defendant, MEC shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com and Amazon Pay, shall within five (5) business days:

- a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases, Online Marketplaces, and Domain Names, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Bruce Kingsland, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to MEC as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
10. In the event that MEC identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, MEC may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Bruce Kingsland and any e-mail addresses provided for Defaulting Defendants by third parties.
11. The ten thousand dollar (\$10,000) surety bond posted by MEC is hereby released to MEC or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to MEC or its counsel.

This is a Final Judgment.

DATED: August 5, 2020

A handwritten signature in black ink, enclosed within a large, thin-lined oval. The signature appears to read "JL".

Jorge L. Alonso
United States District Judge

Monster Energy Company v. coolkid Store, et al. - Case No. 20-cv-1058**Schedule A**

No.	Seller Aliases
1	coolkid Store
3	RZ beast Store
5	Tan Tan Block Store
7	Earn Store
9	fmersmt vip Store
11	Give We Five Store
13	Jonny H Car Store
15	Liang Racing Store
17	Pretty Spot
19	SDE3 Store
21	Shop5258185 Store
23	Shop5569001 Store
25	allsticker
27	Decal Sticker
29	DISMISSED
31	Hello February
33	NiceHyacinth
35	Stivey
37	1872792
39	jfiengkkoi
41	longlong0018
43	tinji19
45	xiaorana
47	cheaphatsonline.com

No.	Seller Aliases
2	Left corner Official Store
4	Shop5160032 Store
6	bodyPiercingjewelry Store
8	FASTSIGN Store
10	funny Fishing Store
12	Good Car Part Make You Safety Store
14	DISMISSED
16	Meetaca Store
18	Professional Car parts Store
20	Shop5005379 Store
22	Shop5362063 Store
24	xiaoqichedididi Store
26	Cawai
28	Enjoy Your Shopping
30	GOEKAO
32	DISMISSED
34	DISMISSED
36	thebestbuy_3
38	chunya168
40	leox31
42	ramsan0
44	huangzhanxunlu
46	Elian Apparel (Guangzhou) Co., Ltd.

No.	Online Marketplaces
1	aliexpress.com/store/5057045
3	aliexpress.com/store/4422050
5	aliexpress.com/store/3222013
7	aliexpress.com/store/5592021
9	aliexpress.com/store/4419006
11	aliexpress.com/store/5380145
13	aliexpress.com/store/5219003

No.	Online Marketplaces
2	aliexpress.com/store/708302
4	aliexpress.com/store/5160032
6	aliexpress.com/store/5132150
8	aliexpress.com/store/4418026
10	aliexpress.com/store/5044381
12	aliexpress.com/store/4883032
14	DISMISSED

No.	Online Marketplaces
15	aliexpress.com/store/134350
17	aliexpress.com/store/1853044
19	aliexpress.com/store/5572043
21	aliexpress.com/store/5258185
23	aliexpress.com/store/5569001
25	amazon.com/sp?seller=A3CZBXGPRVCFXX
27	amazon.com/sp?seller=https://www.amazon.com/sp?seller=A3FGVGVCVZWGWTK
29	DISMISSED
31	amazon.com/sp?seller=amazon.com/sp?seller=A38MFY6YA0DW6V
33	amazon.com/sp?seller=amazon.com/sp?seller=A2S7MNDS00HFLW
35	amazon.com/sp?seller=A1V0UAQY43S0O3
37	ebay.com/usr/1872792
39	ebay.com/usr/jfiengkkoi
41	ebay.com/usr/longlong0018
43	ebay.com/usr/tinji19
45	wish.com/merchant/5deb12de3840d004b1ddcd76

No.	Online Marketplaces
16	aliexpress.com/store/5491172
18	aliexpress.com/store/5074122
20	aliexpress.com/store/5005379
22	aliexpress.com/store/5362063
24	aliexpress.com/store/4651026
26	amazon.com/sp?seller=A1QTX9GBQED6RP
28	amazon.com/sp?seller=AU9NSK6TOD45V
30	amazon.com/sp?seller=APERDNQKY7CD4
32	DISMISSED
34	DISMISSED
36	amazon.com/sp?seller=A27MOQQMITC4N8
38	ebay.com/usr/chunya168
40	ebay.com/usr/leox31
42	ebay.com/usr/ramsan0
44	wish.com/merchant/5de390cdb69679727a12205f
46	elianapparel.en.alibaba

No.	Domain Names
1	cheaphatsonline.com

No.	Domain Names